

53. Plaintiffs respectfully seek the Declaration by this Honorable Court that if the shipper of container ZIMU1037636 and/or its agents are found to have failed to comply with the contractual rules, the laws and/or the regulations on dangerous and hazardous substances, such shipper and/or its agents shall hold Plaintiffs harmless and indemnify them against any claims by the Claimants for all damages and expenses directly or indirectly arising out of or resulting from such failure to comply with contractual, international and/or local rules or regulations on dangerous and hazardous substances.

54. Plaintiffs further respectfully seek the Declaration by this Honorable Court that if the shippers of container ZIMU1037636 and/or their agents are found to have failed to comply with the contractual rules, the laws and/or the regulations on dangerous and hazardous substances, such shippers and/or their agents shall pay directly the Claimants of all their damages and expenses directly or indirectly arising out of or resulting from such failure to comply with rules, laws and/or regulations on dangerous or hazardous products.

WHEREFORE, Plaintiffs pray:

(a) For Declaratory Relief that their liability to the Claimants, or to any third parties, which could claim damages for cargo losses as a result of said fire, if any, should be totally excluded under either the fire statute, and/or under 46 U.S.C. § 1304(2)(b), as well as the other defense set forth in 46 U.S.C. § 1304(2)(a) and (q) and the terms of the Bill of Lading contract.

(b) For Declaratory Relief that, as a result of its failure to comply with the contractual rules, the laws and/or the regulations on dangerous and hazardous substances, the shippers of container ZIMU1037636 and/or their agents shall hold Plaintiffs harmless against

any claims by the Claimants for all damages and expenses directly or indirectly arising out of or resulting from such failure to comply with contractual, international or local regulations on dangerous and hazardous substances.

(c) For Declaratory Relief that, as a result of its failure to comply with the contractual rules, the laws and/or the regulations on dangerous and hazardous substances, the shipper of container ZIMU1037636 and/or its agents shall indemnify Plaintiffs and Claimants against all damages and expenses directly or indirectly arising out of or resulting from such failure to comply with rules, laws and/or regulations on hazardous products;

(d) For a Judgment awarding Plaintiffs their reasonable costs and expenses, including attorneys' fees incurred in connection with the prosecution of this action to the extent allowed by law;

(e) For a Judgment awarding Plaintiffs such other and further relief as the Court may deem just and equitable;

(f) That process in due form of law issue against each one of the Defendants, citing each to appear and answer under oath all and singular the matters alleged in the Complaint;

(g) That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof.

Dated: New York, New York
July 18, 2007

DEORCHIS WIENER & PARTNERS, LLP
Attorneys for Plaintiffs

By: 

Vincent M. De Orchis, Esq. (VMD-6515)

William E. Lakis (WL-9355)

Olivier D. L. DuPont (OD-2817)

61 Broadway, 26th Floor

New York, New York 10006-2802

(212) 344-4700

Our File: 1236-689

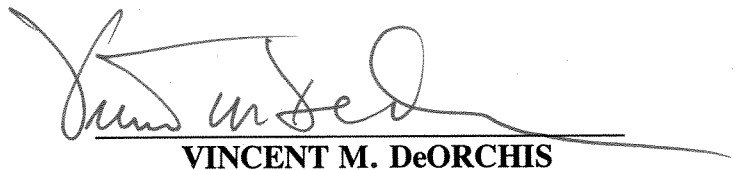
W:\1236-689\Legals\Complt v. Third Party Shippers\Draft Ver. Cmpl#1, 070207.DOC

VERIFICATION

Vincent M. DeOrchis declares and states that he is a partner in the law firm of DeOrchis, Wiener & Partners, LLP, attorneys for plaintiffs in this action, and that the foregoing Verified Complaint is true to his knowledge, except as to matters therein stated on the information and belief and as to those matters, he believes them to be true; that the ground of his belief as to all matters not stated upon knowledge is information furnished to him to by Plaintiffs; that the reason why the Verification is not made by Plaintiffs is that Plaintiffs are corporations whose principal place of business are outside the New York County, and that due to the exigent nature of this proceeding it was not possible to obtain a Verification from Plaintiffs; and that he is authorized to so verify.

I declare and state under penalty of perjury that the foregoing is true and correct.

Executed on July 18, 2007



VINCENT M. DeORCHIS